

**IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF PENNSYLVANIA**

IN RE:	)	
	)	BANKRUPTCY NO. 18-15511-jkf
MICHAEL W. BRADY AND	)	
DIANE RUBEA-BRADY,	)	CHAPTER 13
	)	
Debtors,	)	
	)	
Michael W. Brady AND	)	
Diane RUBEA- Brady,	)	
	)	
Movant,	)	Docket No. _____
v.	)	
	)	
US BANK TRUST NATIONAL	)	
ASSOCIATION AS TRUSTEE OF THE	)	
CHALET SERIES III TRUST	)	
	)	
Respondent.	)	
	)	

**CONSENT ORDER/STIPULATION AGREEMENT**

AND NOW, this \_\_\_\_\_ day of \_\_\_\_\_, 2020, upon the Motion of Michael W. Brady and Diane Rubea-Brady to Vacate the Order Granting Relief From Stay with regard to a secured debt that Respondent, U.S. Bank Trust National Association holds against real property located at 37 Cobalt Ridge Drive North, Levittown, PA 19057 (the "Real Property") evidenced by Document No. 68, it is hereby agreed as follows:

Michael W. Brady And Diane Rubea-Brady (hereafter "Debtors") acknowledges and agrees that the following monthly post-petition mortgage payments are due as follows:

Payments 2/1/20-11/1/20 (\$1,634.12 each)	\$16,341.20
APO Balance	\$ 4,086.68
Late Charges	\$ 232.86
<u>Foreclosure Expenses</u>	<u>\$ 45.01</u>
<b>TOTAL ("ARREARS")</b>	<b>\$20,705.75</b>

1. Immediately upon execution of this Agreement, the Debtors shall make a payment of \$15,000 to the Respondent, U.S. Bank Trust, National Association. Debtors shall cure the remaining Arrears as set forth above through an Amended Ch, 13 Plan that will be filed by the Debtors within thirty (30) days of the date of this Agreement. In the event the regular monthly payment changes for any reason, then the amount due pursuant to this Paragraph shall be adjusted accordingly. Thereafter, the Debtors agree to continue making the regular monthly mortgage payments.

2. Debtors shall send all payments due directly to Movant at the address below:

U.S. Bank Trust, National Association  
As Trustee of the Chalet Series III Trust  
c/o SN Servicing Corp.  
323 Fifth Street  
Eureka, California 95501

3. In the event Debtors fail to make any of the payments set forth hereinabove (or real estate taxes and/or hazard insurance on the Real Property when due) on or before their due dates, Movant and/or Movant's counsel may give Debtors and Debtors' counsel notice of this default. If Debtors do not cure the default within ten (10) days of receipt of notice, Movant may file a Certification of Default with the Court, and request an Order, with a copy to Debtors and Debtors' counsel, granting Movant immediate relief from the bankruptcy stay with regard to the Real Property.

4. The failure by the Movant, at any time, to file a Certification of Default upon default by the Debtor shall not be construed, nor shall such failure act, as a waiver of any of Movant's rights hereunder.

5. Upon issuance of the aforesaid Order granting Movant immediate relief from stay, the parties hereto further agree that the Movant may proceed in state court to exercise all rights and remedies available to it as a mortgagee and creditor under state and federal law including, but not limited to, the initiation or and or continuation of foreclosure and execution proceedings against the Real Property through sheriff's sale and ejectment thereafter.

6. In the event Debtors convert to a bankruptcy under Chapter 7 of the Bankruptcy Code then Debtors shall pay all pre-petition arrears and post-petition arrears within ten (10) days from the date that the case is converted. If Debtors fail to make payments in accordance with this paragraph then Movant, through counsel, may file a certification setting forth said default and the Movant shall be granted immediate relief from the bankruptcy stay with regard to the Real Property.

7. It is further agreed that the 14 day stay provided by Rule 4001(a)(3) is hereby waived.

BY THE COURT:

\_\_\_\_\_.J.

Agreed to this \_\_\_ day of November, 2020

/s/ Michael C. Mazack  
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